

AG Contract No. KR97 2436TRN
ECS File: JPA 97-179
Project No.: BR-984(66)P
TRACS No.: SB358 50D
Section: Bridge Scour Evaluation
and Analysis

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SUPERIOR

THIS AGREEMENT is entered into 25 November 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF SUPERIOR acting by and through its MAYOR and TOWN COUNCIL
(the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the elimination
of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the Town has been
selected by the Town; the field survey of the project has been
completed; and the plans, estimates and specifications have been
prepared and, as required, submitted to the Federal Highway
Administration (FHWA) for its approval.

NO. 22064
Filed with the Secretary of State
Date Filed: 11/25/97

Betty Bayless
Secretary of State

By: Wicki Guenewald

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5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$ 3,000.00
Federal Aid Funds @ 80%	\$ 2,400.00
Town Funds @ 20%	\$ 600.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and provide Town funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

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III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

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7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

Town of Superior
Town Manager
734 Main Street
Superior, AZ 85273

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

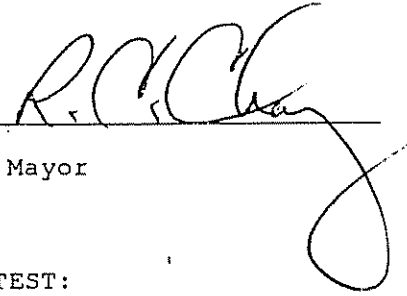
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SUPERIOR

STATE OF ARIZONA

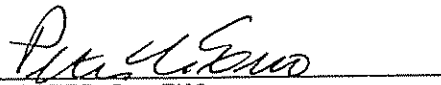
Department of Transportation

By



Mayor

By



PETER L. ENO
Contract Administrator

ATTEST:

By



MELLIE P. BRIBIESCAS
Town Clerk

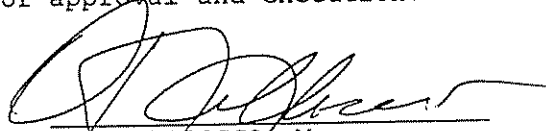
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RESOLUTION

BE IT RESOLVED on this 8th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Superior for the purpose of defining responsibilities for conducting bridge scour evaluation and analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

**TOWN OF SUPERIOR
TOWN COUNCIL MINUTES
734 MAIN STREET
NOVEMBER 6, 1997
7:00 P.M.**

A: CALL TO ORDER:

The meeting was called to order by Mayor Roy Chavez.

B: SALUTE TO THE FLAG:

A salute to the flag by all present.

C: OPENING PRAYER:

Rev. Bill Brice said a few words of prayer.

D: ROLL CALL:

Mr. Manuel Ruiz Mrs. Amparo Gomez

Mr. Roy Chavez Mr. Billy Preciado

Mr. Richard Green Mrs. Yolanda Ewing

Mr. Henry Munoz

ABSENT: None.

STAFF: Mr. Chris Zapata Mrs. Mellie Bribiescas
 Mr. Bill Tiff

E: CONSENT AGENDA: Minutes: 10/2/97 & 10/16/97

Reports: None.

It was moved by Mr. Ruiz, seconded by Mrs. Gomez to approve the consent agenda as presented. **UNANIMOUS.**

F: COMMUNICATIONS:

The Town Manager reported on the Code Enforcement Report issued by the Police Department. Showed and accepted a plaque given to the Town Council on their sponsorship of a Superior Little League farm team.

G: CALL TO THE PUBLIC: COMMENTS FROM THE PUBLIC REGARDING ITEMS NOT INCLUDED ON THE AGENDA.

None.

I: EXECUTIVE SESSION:

It was moved by Mr. Preciado, seconded by Ms. Gomez to go into executive session.

UNANIMOUS

K: COUNCIL COMMENTS: General Observation on town operations, Community activities, and/or suggestions for future agenda items.

- Mr. Munoz said that he thanked the police department and Bob Lowe for getting the littering of illegal dumping in the desert done.

Mrs. Gomez said she walks out in the desert and has seen the littering in the desert and appreciates what had been done to take care of this situation.

Mr. Green congratulated the police department on dumping situations, also thanks citizens for bringing it to the Town's attention.

Mrs. Ewing said she was also grateful for this situation being taken care of and would still like to see slow school signs. She also had concerns on Wander Cable vision.

Mayor Chavez reported on the Halloween Parade and activities. Requested good luck to the HS Panthers at State be put in the outside marquee.

J. IN PUBLIC SESSION: Council may or may not vote to go into executive session pursuant to ARS 38-431.03

L: ADJOURNMENT:

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular/special meeting of the Town Council of the Town of Superior held on the 6th day of

November 9th. I further certify that the meeting was duly called and held and that a quorum was present. Dated this day of 11-7-97.

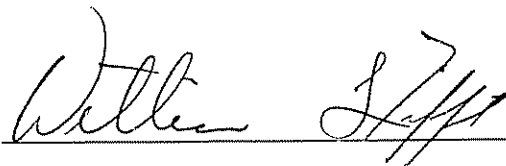

Mellie P. Bribiescas, Town Clerk

AFFIX Town Seal

APPROVAL OF THE SUPERIOR TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SUPERIOR and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 6th day of Nov., 1997.

A handwritten signature in cursive script, appearing to read "William J. Hoff", is written over a horizontal line.

Town Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2436TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 18, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8949

Enc.